

CONTRACTUAL SERVICES AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and
Lake County Grading Co., LLC
for
2016 DEMOLITION AND SITE RESTORATION PROJECT FOR PROPERTIES IN FOX LAKE, IL

This is an AGREEMENT by and between the Lake County Stormwater Management Commission, 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048 and Lake County Grading Co., LLC, P.O. Box L, 32901 N. Highway 21, Libertyville, IL 60048, hereinafter called "Contractor", for the 2016 Demolition and Site Restoration Project for Properties in Fox Lake, IL.

1. Project

The Lake County Stormwater Management Commission (SMC) has received grant funding for the demolition of up to two (2) residential structures and associated unattached buildings or sheds. The sites will be graded to match adjacent grades and restored to be used as open space.

2. Work

Contractor shall complete all Work as specified or indicated in the contract documents. The work is specifically described in the general and specific conditions, specifications, and details attached as exhibits hereto ("Contract Documents"), and is generally described as follows:

The demolition will include the standard removal, hauling and disposal (asbestos containing materials have been removed under a separate contract prior to demolition) of all structures, appurtenant structures and associated buildings and/or sheds, driveways, sidewalks, fences, decks, retaining walls, all concrete foundations and slabs, and other debris associated with the demolition, installation of soil erosion and sediment control practices, disconnection and capping of the water main, and sanitary sewer, decommissioning of all wells, all necessary removal of utilities, incidental brush and tree clearing and removal, and other items as defined and described in these bid documents.

The restoration will include site grading to match adjacent grades, including placement of uncontaminated soil fill where necessary, topsoil placement and seeding, and placement of erosion control blanket.

The work includes the carrying out of all duties and obligations and the furnishing of all labor, material, tools, equipment, required permits and other incidentals necessary or convenient to the successful completion of the project.

3. Engineer

The Executive Director of the Lake County Stormwater Management Commission, or his appointed representative, shall be the Engineer, and shall assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4. Contract Price

Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount determined pursuant to Paragraphs 5(a) and 5(b), below.

- (a) For all work, at the prices stated in the Contractor's Bid Form, attached under Paragraph 7 as a Contract Document below. The total price stated in the Contractor's Bid Form shall be the not-to-exceed Contract Price.
- (b) Any and all items listed under ITEMS AS ORDERED BY ENGINEER of this Agreement will be directed by the Engineer, in writing, prior to any items used. The Engineer may choose not to use any or all of the items listed under ITEMS AS ORDERED BY ENGINEER.

5. Payment Procedures

- (a) Submittal and Processing of Payments. Applications for payment will be processed by the Engineer. At least once each month, the Contractor shall submit to the Engineer, for review, an application for payment filled out and signed by the Contractor covering the work completed as of the date of such application and accompanied by such supporting documentation as is required by the Engineer to review such application.
- (b) Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall deem in accordance with Paragraphs i-iv below or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.
 - i. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - ii. the Contract Price has been reduced by Change Orders;
 - iii. Owner has been required to correct defective Work or complete Work; or
 - iv. Engineer has actual knowledge of the occurrence of any events justifying termination of the contract for cause.
- (c) Final Payment. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

6. Contractor's Representations

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- (a) Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- (b) Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- (c) Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- (d) Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site and the Contract Documents; with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; and (2) Contractor's safety precautions and programs.

- (e) Based on the information and observations referred to in Paragraph 6d above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- (f) Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- (g) Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- (h) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7. Contract Documents

The Contract Documents consist of the following:

- (a) This Agreement.
- (b) Contractor's Certification.
- (c) Performance bond.
- (d) Payment bond.
- (e) *"State of Illinois Standard Specifications for Road and Bridge Construction (SSRB); "Standard Specifications for water and Sewer Main in Illinois" (SSWS) current editions. These Standard Specifications are not attached to this contract document but are incorporated by reference and are available in their entirety from the Illinois Department of Transportation website (<http://www.idot.illinois.gov/>).*
- (f) Special Provisions for the 2016 Demolition and Site Restoration Project for Properties in Fox Lake, IL.
- (g) Project Specifications for 2016 Demolition and Site Restoration Project for Properties in Fox Lake, IL.
- (h) Addenda.
- (i) Contractor's Bid.
- (j) Bidder's Subcontractor and Supplier Form.
- (k) Notice to Proceed.
- (l) Work Change Directive.
- (m) Pre-Demolition Checklist.
- (n) Lake County Construction & Demolition Project Recycling Summary.

The documents listed in this Paragraph 7 are attached to this Agreement (except as expressly noted otherwise).

The Owner reserves the right to amend the contract and to modify the terms and conditions thereof prior to and during the performance of the work. All modifications that significantly change the character of the work and require a change in the contract price or contract times will be authorized by a work change directive.

Miscellaneous

- (a) Terms. Terms used in this Agreement will have the meanings stated in the Contract Documents.
- (b) Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- (c) Successors and Assigns. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- (d) Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- (b) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- (c) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- (d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 2, 2016 (which is the Effective Date of the Agreement).

OWNER

Lake County Stormwater Management Commission:

CONTRACTOR

By: Michael Warner

Title: Executive Director

By: Michael Wolff

Title: Managing Member

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

Lake County Stormwater Management Commission

500 W. Winchester Road

Libertyville, Illinois 60048

Attest: _____

Title: _____

Address for giving notices:

P.O. Box L

32901 N. Highway 21

Libertyville, IL 60048

License No.: _____

(Where applicable)

Agent for service of process: